

ActivityTree.com: Pre-Paid Certificates Terms

ActivityTree provides Activity Seekers ("You") with the chance to purchase products or services offered by Activity Providers at a discount by prepaying for products or services on ActivityTree.com (a "Provider Pre-Paid Certificate").

1. How It Works. When you add a Provider Pre-Paid Certificate to your cart and check out you make an offer to purchase the Pre-Paid Certificate You selected based on the terms and restrictions disclosed. You can cancel at any time within 48 hours of check out, for any reason. The Activity Provider may cancel an offer within 48 hours of check out if You do not qualify for the Pre-Paid Certificate (e.g. the Pre-Paid Certificate is offered for new customers only). If the offer is not canceled, your credit card will be charged 48 hours after You check out. You will receive a receipt that includes a Pre-Paid Certificate number. Just contact the Activity Provider to redeem your certificate.

2. Pre-Paid Certificate Specific Terms. Each Pre-Paid Certificate has specific terms associated with the Pre-Paid Certificate which are described in these Terms and in the description of the Pre-Paid Certificate. The description of the Pre-Paid Certificate supersedes any inconsistent terms in these Terms, except to the extent such terms are prohibited by applicable law.

3. Global Terms. Unless otherwise stated in the Pre-Paid Certificate or required by law, the following additional terms apply to all Pre-Paid Certificates:

- Provider Pre-Paid Certificate may be applied only to services offered or merchandise sold by an Activity Provider as specified by the Activity Provider.
- Only one Pre-Paid Certificate per Activity Seeker unless otherwise specified by Activity Provider.
- Pre-Paid Certificates have no cash value unless required by law.
- Neither ActivityTree nor the Activity Provider is responsible for lost or stolen Pre-Paid Certificates or Pre-Paid Certificate's reference number.
- Pre-Paid Certificate cannot be combined with any other vouchers, third party certificates, coupons, or promotions, unless otherwise specified by Activity Provider.
- Reproduction, sale or trade of this Pre-Paid Certificate is prohibited unless transferability is required by law.
- Any attempted redemption not consistent with these terms and conditions will render the Pre-Paid Certificate null and void.
- All Pre-Paid Certificates are void to the extent prohibited by law.
- Provider Pre-Paid Certificates are redeemable in their entirety and on a one time basis only and may not be redeemed incrementally unless otherwise specified by the Provider.

4. Activity Provider Responsibility. To be clear, ActivityTree markets the Pre-Paid Certificates and acts as an agent in selling the Pre-Paid Certificates on behalf of the Activity Providers. But the Activity Provider is the issuer of the Pre-Paid Certificate. The Activity Provider is fully responsible for any and all injuries, illnesses, damages, claims, liabilities and costs suffered by or in respect of You, caused in whole or in part by the Activity Provider or its products and services, as well as for any unclaimed property liability arising from unredeemed or partially redeemed Pre-Paid Certificates. Activity Seekers are at risk of loss if an Activity Seeker fails to redeem a Pre-Paid Certificate and the Activity Provider goes out of business.

5. Refunds. You may cancel an offer within 48 hours of checking out for any reason. If this happens, you will never be charged the purchase price. After Your credit card has been charged, we will refund Your purchase price if you attempt to use the Pre-Paid Certificate but are unable to because you do not meet eligibility requirements or the provider does not offer a class that fits your schedule or the skill level of your child. Activity Seekers are at risk of loss if an Activity Seeker does not attempt to redeem a Pre-Paid Certificate and the Activity Provider goes out of business.